

**PECKAR & ABRAMSON, P.C.**

70 Grand Avenue

River Edge, NJ 07661

Telephone: (201) 343-3434

Kevin J. O'Connor, Esq. [KOCConnor@pecklaw.com](mailto:KOCConnor@pecklaw.com)

Kevin M. Foltmer [KFoltmer@pecklaw.com](mailto:KFoltmer@pecklaw.com)

Attorneys for Defendants

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

EARLE REFINING, LLC,

Plaintiff,

vs.

NEW VACUUM TECHNOLOGIES LLC  
and NORTH JERSEY PETROLEUM  
OPERATIONS, LLC,

Defendants.

Case No. 3:22-cv-04469-RK-DEA

ECF CASE – Electronically Filed

**DECLARATION  
IN SUPPORT OF  
MOTION TO  
WITHDRAW**

I, Kevin J. O'Connor, Esq., of full age, hereby declare under penalty of perjury as follows:

1. I am a shareholder of the law firm Peckar & Abramson, P.C. ("P&A") and counsel to defendants New Vacuum Technologies LLC and North Jersey Petroleum Operations, LLC ("Defendants") in this matter. This Declaration is submitted pursuant to Local Civil Rule 102.1 seeking an Order relieving P&A and its attorneys from representing Defendants in this action.

2. P&A was retained by Defendants immediately after the filing of this civil action.

3. Defendants executed a conflict waiver and retainer agreement with P&A wherein they agreed to pay P&A at agreed upon rates for its services, to pay all costs and disbursements of the defense as they were incurred (within thirty days of presentment), and to

be responsible to pay all expert(s) costs that would be required to defend the claims in the case.

4. At the same time the firm has represented Defendants in this action, it has simultaneously represented a principal owner of Defendant New Vacuum Technologies, LLC (“NVT”), Joseph Laura, in connection with related civil litigation stemming from the Pristec Companies.

5. While the Pristec Companies and Mr. Laura succeeded in these litigations and arbitration matters, Mr. Laura has not caused Defendants to comply with the agreed upon terms of our retention. In recent months, Defendants have fallen behind in paying the firm’s fees and costs, such that the firm is currently owed a substantial sum of money in this matter.

6. Over the last few months P&A has made many attempts to be paid, to no avail. We have communicated to Defendants, in writing, on multiple occasions and over a period of not less than sixty (60) days, that if P&A were not paid, it would need to withdraw from representing Defendants in this action.

7. This matter has been stayed since it was filed and there are no pending discovery deadlines.

8. In recent weeks, there has been a breakdown in the relationship such that we cannot get clear instructions from, or agreement among, Defendants on how to proceed in this regard. Despite multiple efforts to obtain clear communications from Defendants on these topics, we have been unable to gain clear instructions.

9. Accordingly, given: a) the failure of the Defendants to pay the firm and remain current on their obligations to the firm; b) the breakdown in communications between P&A

and Defendants, P&A has no choice but to apply to be relieved as counsel, and respectfully requests an Order in this regard.

10. There is no trial date set in this matter.

11. P&A does not assert a retaining or charging lien for its services in this action.

12. P&A, in accordance with Local Civil Rule 102.1, has caused this motion to be served upon Defendants personally and by electronic mail.

I declare that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

/s/ Kevin J. O'Connor

Dated: March 25, 2024

---

Kevin J. O'Connor

LAW OFFICES

**Peckar &  
Abramson**

A Professional Corporation